



FOR SALE 2.4 Acres

Located on the east side of
Highway 99, just north of
Mill Creek in Los Molinos

CALTRANS Public Sale Auction

December 1, 2006

\$100,000 Minimum Bid

For more information

Call (530) 225-3276 or

Visit www.dot.ca.gov/property/

GENERAL BID INFORMATION

PROPERTY: Located on the east side of Highway 99, just north of Mill Creek in Los Molinos.

ASSESSOR DATA: Assessor Parcel No. 078-390-25 (Portion)

SIZE: Approximately 2.4-acres (0.79-acres above top of bank).

IMPROVEMENTS: Subject parcel is unimproved

TOPOGRAPHY: Predominantly level above top of bank.

ACCESS: Successful bidder must obtain Caltrans Encroachment Permit to obtain access off of Highway 99. Contact Permit Office at (530) 225-3400 to obtain encroachment permit.

ZONING: RE-MH-B:10—Residential Estate, Mobile Home, 1/2-acre minimum

OPEN HOUSE: November 15, 2006 from 11:00 am to 1:00 pm

BID METHOD: Sealed Bid Sale

SEALED-BID DATES: **Bids will be accepted until 1:00 PM on Friday, December 1, 2006.**
No bids will be accepted after 1:00 PM on December 1, 2006.
Sealed bids will be **opened** December 1, 2006 at 1:05 PM.

BID LOCATION: Department of Transportation
Right of Way Field Office
4300 Caterpillar Road MS-35
Redding CA 96003

CONTACT: Department of Transportation at www.dot.ca.gov/property/
Pamela Waters (530) 225-3276

MINIMUM BID: **\$100,000** The Department of Transportation has agreed to accept all bids equal to or greater than the minimum bid. **No bid below the minimum will be recognized.**

BID REGISTRATION: In order to participate in this auction, a prospective bidder must submit a \$1,000 registration fee with the Bid Form on Page 7. The registration fee must be by **cashiers check, certified check, or money order made payable to the Department of Transportation.** The successful bidder will use the \$1,000.00 registration fee as part of their 10% option deposit. **All unsuccessful bidders will be refunded their registration fee via certified mail during the week following the bid opening.**

OPTION DEPOSIT: The total option deposit amount represents 10% of the actual bid. The winning bidder will be required to pay to the Department of Transportation the difference between the registration fee of \$1,000.00 and an amount representing 10% of the actual bid within 10 working days of the sale. Payment of said difference must be received by **Friday, December 15, 2006 by 2:00 PM, or the registration fee of \$1,000 is forfeited** and the Option will be awarded to the 2nd highest bidder. The option deposit must be by cashiers check, certified check, or money order made payable to the Department of Transportation.

TERMS: **CASH 60-Day Option Period**—The full bid price shall be paid to the Department of Transportation on or before the end of the Option Period, **Tuesday, January 30, 2007 by 2:00 pm.**

****Financing is the responsibility of the successful high bidder, together with all costs, including appraisal and loan fees, credit reports, points, title insurance premiums, surveys, documentary transfer taxes, escrow and recording fees, and any other fees or charges.**

GENERAL BID INFORMATION (Continued)

OPTION PERIOD: The Option Deposit previously described will be consideration for the 60-day Option period and will be credited toward the accepted bid. The balance of the accepted bid shall be paid on or before the expiration of the **60-Day Option Period, Tuesday, January 30, 2007 by 2:00 pm.** There may be situations wherein the Option holder is unable to complete the terms of this Option within the time allowed for reasons beyond his/her control. Under these circumstances, the State, at its discretion, may elect to extend the Option Period. A charge of 1% of the bid price per month will normally be made for such extensions. This charge **SHALL NOT** be applied toward the purchase price.

OPTION AGREEMENT: The Bid Form on Page 7 shall be exercised as the "Option to Purchase Agreement." The successful bidder shall be bound to the terms specified in both the "Option to Purchase Agreement" and this sales brochure. The Option is not assignable or transferable.

TRANSPORTATION COMMISSION: The sale under the "Option to Purchase Agreement" is subject to approval of the California Transportation Commission (CTC), tentatively scheduled for January 31–February 1, 2007. After CTC approval, title will transfer after the balance of the purchase price is received and the Director's Deed is recorded. If the CTC does not approve the sale, the deposit will be refunded without interest.

FORFEITURE OF DEPOSIT: The Option Deposit shall be **non-refundable** in the event that the successful bidder fails to exercise the Option within the 60-Day Option Period or fails to comply with any and all of the terms of the Option, as herein provided.

SECOND HIGH BID: In the event the high bidder fails to exercise his/her Option within the Option Period or defaults in the completion of the sale, the State may, at its discretion, offer the option to the second highest bidder. If the second highest bidder accepts the Option, the deposit requirements and terms of the "Option to Purchase" agreement shall be the same as stated in this sales brochure, except that the Option Period shall commence on the day the Option is awarded by the State

ESCROW: The successful bidder may open an escrow at bidders option and expense. If the successful bidder chooses to open an escrow, the escrow officer shall notify the Department of Transportation by letter within 10 days from the date of the sealed bid opening. The notification letter shall be mailed directly to the Department of Transportation, Right of Way Field Office, 4300 Caterpillar Road, MS-35, Redding, CA 96003, Attention: Pamela Waters (530) 225-3276.

BROKER'S COMMISSION: The Department of Transportation will not pay broker's commission.

FINANCING: Credit terms are not available.

FEES: The successful bidder is responsible for **all fees** associated with this sales transaction, including but not limited to broker's commissions, surveys, title, insurance premiums, escrow, documentary transfer tax, recording fees, and any other fees or charges.

DISQUALIFIED BIDS: The State of California reserves the right to reject any and all offers and waive any informality or irregularity in any offer or to accept any offer deemed in the best interest of the State. An agreement between two or more prospective bidders to set their bid price, or not to submit bids against each other, with the purpose of purchasing this parcel or other parcels at a more advantageous price or terms, is prohibited. Where such agreements come to the knowledge of the Department of Transportation, any bids made pursuant to such an agreement will be disqualified. The above prohibitions do not preclude single bids submitted by one or more persons or entities or both as partners or joint ventures or other similar legally permissible combination. All Caltrans employees may bid to acquire excess State property except employees who have direct access to information not generally available to the public or who influence the purchase or sale of right of way or other real property.

Limiting Conditions

REPAIRS: **Property will be sold in “AS IS” condition.** Repairs are the responsibility of the successful bidder. The State makes no warranties, oral, written or implied to any of the properties' improvements. Condition of all improvements is a risk that the successful bidder must accept.

TITLE: The property is warranted to be free of any liens, court judgments, loans (Deeds of Trust, etc.) and delinquent or unpaid property taxes. The sale of this property is subject to all matters of public record and any easements, claims of easements, or reservations not of record. The Department of Transportation does not assume any liability for any possible encumbrances on this property. The right, title, and interest in this property shall not exceed that vested in the State of California. Prospective bidders should consult local title companies for more complete information regarding the title of the property is required.

ZONING: RE-MH-B:10—Residential Estate, Mobile Home, 1/4-acre minimum within Tehama County. It is recommended all prospective purchasers **fully investigate** zoning and land use restrictions with local authorities concerning the potential uses of the sale property. The State makes no warranty regarding the zoning or rezoning of any property, land-use determinations, or that any property being offered is developable.

FLOOD HAZARD NOTICE: According to the Federal Emergency Management Agency (F.E.M.A.), Flood Insurance Rate Map (FIRM) for Tehama County (unincorporated areas), Flood Insurance Rate Map Panel 660 of 850, Community-Panel Number 065064 0660 C, effective date 02/04/1987; the subject parcel is located within Zone A—Areas of 100-year flood; base flood elevations and flood hazard factors not determined. Caltrans does not assume any liability for any damage which may be caused by flood hazards.

TAXES: The property is currently exempt from local taxes and will return to tax rolls upon recording of the Deed.

ENVIRONMENTAL ACT: The sale of this excess property is exempt from the requirements of the California Environmental Quality Act of 1970 (CEQA). The environmental determination by Caltrans for the sale of this property does not mean that the buyer may not have to obtain subsequent environmental clearance or prepare an environmental document as required by any local agency. Buyer should also be aware that if buyer seeks some form of approval of permit for development subsequent to buyer's purchase of this excess property, the local agency may require an environmental document and/or environmental analysis before giving its approval or permit.

SURVEY: No warranty is made by Caltrans relative to ground location of property lines other than monumented highway right of way lines. Any independent survey is at purchaser's expense.

SOIL TEST: Interested parties, upon request, may inspect the property and conduct core or soil samples, at their own expense.

INFORMATION: The information contained herein has been obtained from sources deemed reliable, but accuracy and completeness are not guaranteed.

Terms of Option to Purchase Agreement (Cash Sale with 60-Day Option Period)

SEALED-BID DATES: Bids will be accepted until 1:00 PM on Friday, December 1, 2006.
No bids will be accepted after 1:00 PM on December 1, 2006.
Sealed bids will be **opened** December 1, 2006 at 1:05 PM.

BID REGISTRATION: In order to participate in this auction, a registration fee of \$1,000.00 is required with the Bid Form on Page 7. The registration fee must be by **cashiers check, certified check, or money order made payable to the Department of Transportation**. The registration fee will be refunded to all unsuccessful bidders via certified mail during the week following the bid opening. The successful bidder will use the \$1,000.00 registration fee as part of their 10% option deposit.

OPTION DEPOSIT REQUIREMENTS: The total option deposit represents 10% of the actual bid. The winning bidder will be required to pay to the Department of Transportation the difference between the initial registration fee of \$1,000.00 and an amount representing 10% of the actual bid within 10 working days of the sale. Payment of said difference must be received by **Friday, December 15, 2006 by 2:00 PM, or the registration fee of \$1,000 is forfeited and the Option will be awarded to the 2nd highest bidder.**

OPTION PERIOD: The Option Deposit described above will be consideration for the 60-day Option period and will be credited toward the accepted bid. The balance of the accepted bid shall be paid on or before the expiration of the **60-Day Option Period, Tuesday, January 30, 2007 by 2:00 p.m.** There may be situations wherein the Option holder is unable to complete the terms of this Option within the time allowed for reasons beyond their control. Under these circumstances, the State, at its discretion, may elect to extend the Option Period. A charge of 1% of the bid price per month will normally be made for such extensions. This charge shall not be applied toward the purchase price.

OPTION AGREEMENT: The Bid Form shall be exercised as the "Option to Purchase Agreement." The successful bidder shall be bound to the terms specified in both the "Terms of Option to Purchase Agreement" and this sales brochure. The Option is not assignable or transferable. The sale is subject to approval of the California Transportation Commission (CTC), tentatively scheduled to meet on January 31-February 1, 2007. After CTC approval, title will transfer after the balance of the purchase price is received and the Director's Deed is recorded. If the CTC does not approve the sale, the deposit will be refunded without interest.

FORFEITURE OF DEPOSIT: The Option Deposit shall be **non-refundable** in the event that the successful bidder fails to exercise the Option within the 60-Day option Period or fails to comply with any and all of the terms of the Option, as herein provided.

LIMITING CONDITIONS:

(1) The sale under this Option is subject to the California Transportation Commission's approval. If the sale is not approved, the Option deposit money will be refunded without interest. The purchaser may take possession when the Director's Deed is recorded.

(2) When the California Transportation Commission approves the sale and the successful bidder elects to exercise the Option, the Deposit will be credited toward the bid purchase price.

(Continued)

Terms of Option to Purchase Agreement

(Cash Sale with 60-Day Option Period)

(Continued)

LIMITING CONDITIONS (Continued):

(3) The State reserves the right to reject any and all bids and cancel the sale in part or in its entirety at any time prior to recordation of the Director's Deed. In the event of cancellation of sale and/or rejection of any bids, the respective deposits of moneys shall be refunded without interest.

(4) The right, title, and interest in the property to be sold shall not exceed that vested in the State of California, and this sale is subject to all title exceptions and reservations whether or not of record. The successful purchaser may obtain a policy of title insurance at their own expense.

(5) The successful bidder shall pay all recording fees, points, repair costs, and documentary stamp taxes, where applicable.

(6) Should the successful purchaser desire a survey of the property, this may be accomplished by an independent survey at the purchaser's expense. The California Department of Transportation makes no warranty relative to the ground locations of property lines other than monumented highway right of way lines.

(7) The successful bidder shall be bound to the terms specified in both the "Terms of Option to Purchase Agreement" and this Brochure.

ESCROW: The successful bidder may open an escrow at bidders option and expense. If the successful bidder chooses to open an escrow, the escrow officer shall notify the Department of Transportation by letter within 10 days from the date of the sealed bid opening.

BID FORM
OPTION TO PURCHASE AGREEMENT

For the purchase of the following real property:

Tehama County Assessor's Parcel 78-390-25 (Portion)

The undersigned bidder submits the bid of: _____

(\$_____) for the property described above. The registration fee amount of \$1,000.00 is paid herewith.

Upon notification from the California Department of Transportation that the undersigned Bidder is the successful Bidder, this "Bid Form" becomes the "Option to Purchase Agreement" and the Bidder hereby agrees to the terms of this Option. The winning bidder will be required to pay to the Department of Transportation the difference between the registration fee of \$1,000.00 and an amount representing 10% of the actual bid within 10 working days of the sale. Payment of said difference must be received by **Friday, December 15, 2006, by 2:00 PM, or the registration fee of \$1,000 is forfeited and the Option will be awarded to the 2nd highest bidder.**

The sum of \$_____ for the balance of the purchase price shall be paid to the Department of Transportation for the Bidder to exercise this Option on or before the end of the 60-Day Option Period, **Tuesday, January 30, 2007, by 2:00 p.m.**

All provisions of the "Terms of Option to Purchase Agreement" and contents of this sales brochure are hereby specifically incorporated by reference into the terms of this Option, and Bidder agrees to perform each of the said TERMS.

All unsuccessful bidders will be refunded the registration fee via certified mail during the week following the bid opening.

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The property shall be conveyed by Director's Deed to:

(Show how title is to be vested)

Check one:

☐ Husband and wife as joint tenants ☐ Joint Tenants ☐ Single Man ☐ Single Woman
☐ Husband and wife as community property ☐ Tenants in common ☐ Other _____
☐ A married man/woman as his/her sole and separate property

=====

It is also agreed that all notices and matters arising in connection with this transaction will be given to bidder in person or by certified mail addressed to:

(Please PRINT Name and Address)

It is understood that the Department of Transportation shall record said Director's Deed and the undersigned Bidder agrees to pay the cost of recording and any documentary stamp tax when the final balance is paid. Bidder may take possession of said real property as soon as said Director's Deed has been recorded.

Dated _____ Signed _____ Phone # _____

Dated _____ Signed _____ Phone # _____

(See Terms of Option to Purchase Agreement)

SEALED-BID BROCHURE:

1. Remove and complete the Bid Form.
1. Enclose the Bid Form and the required registration fee of \$1,000.00 in an envelope affixing the "cut out" address and identification below on the front of the envelope.
1. Make the registration fee payable to the Department of Transportation. The registration fee must be submitted by cashiers check, certified check, or money order.
1. Your name and mailing address should be shown in the upper left-hand corner of the bid envelope.
1. Envelopes not property marked or opened prior to the sale may be disqualified.

Note: It is very important that the notice below be affixed to the outside of the envelope enclosing the bid to eliminate possible accidental opening of the bid envelope prior to the advertised time of bid opening.

Cut out address below and affix to front of envelope.

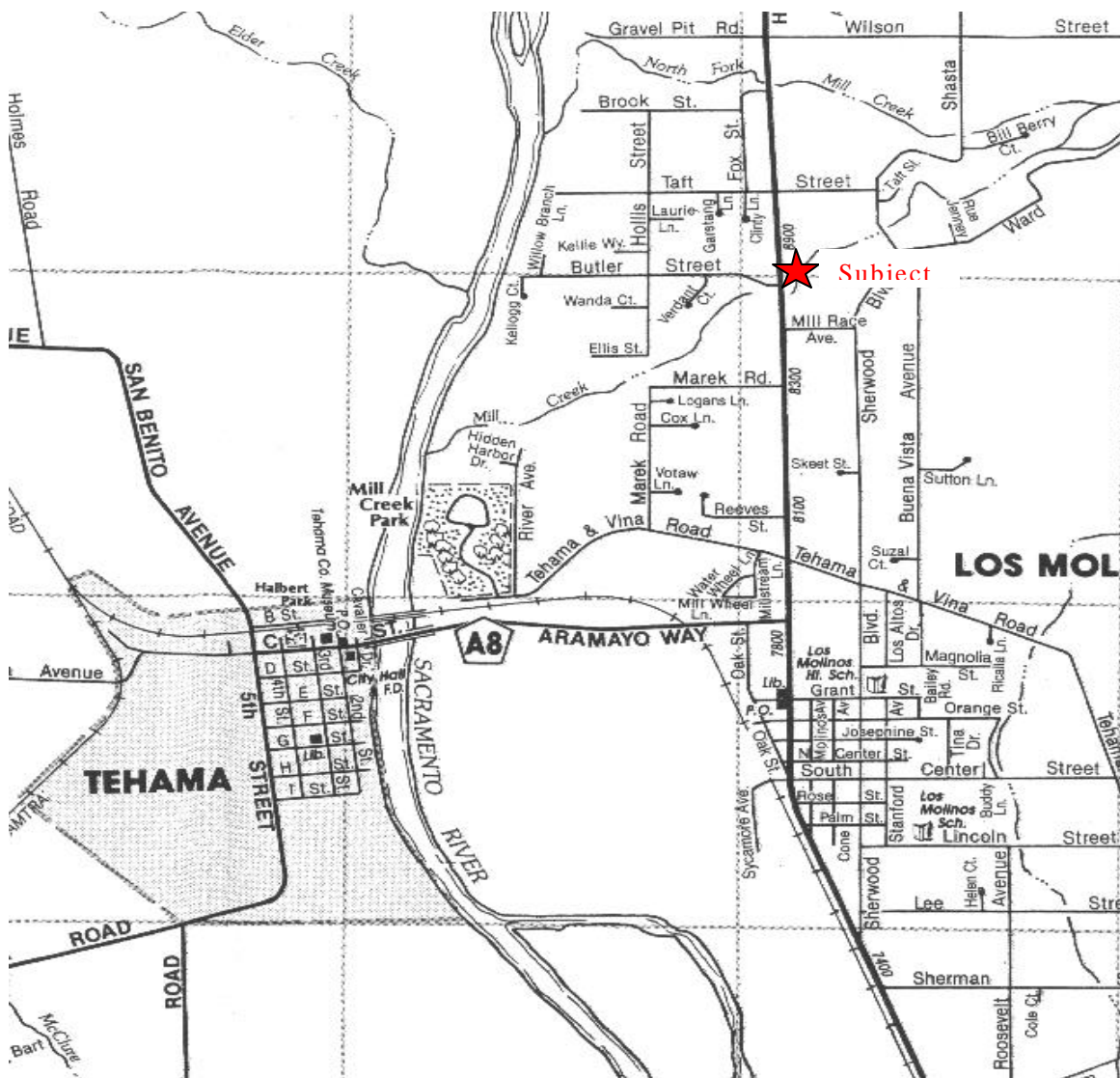
Department of Transportation
Right of Way-Excess Land
Attention: Pamela Waters
4300 Caterpillar Road, MS-35
Redding, CA 96003

Sealed Bid Sale
DD-12433-01-01
TEH-99-PM 13.4

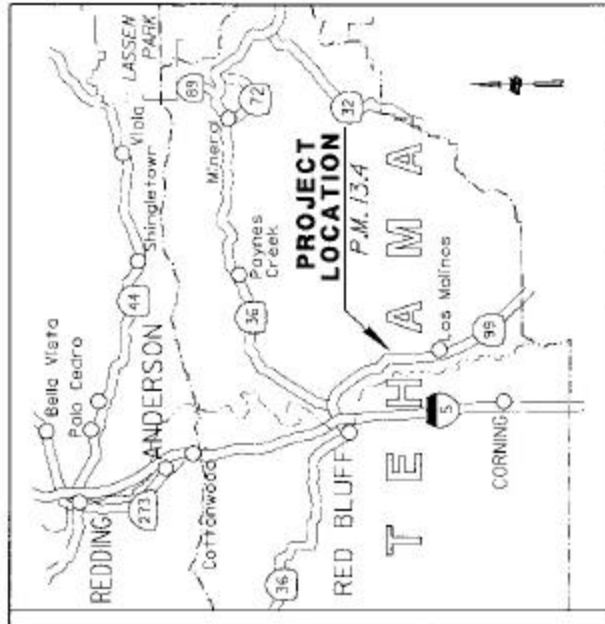
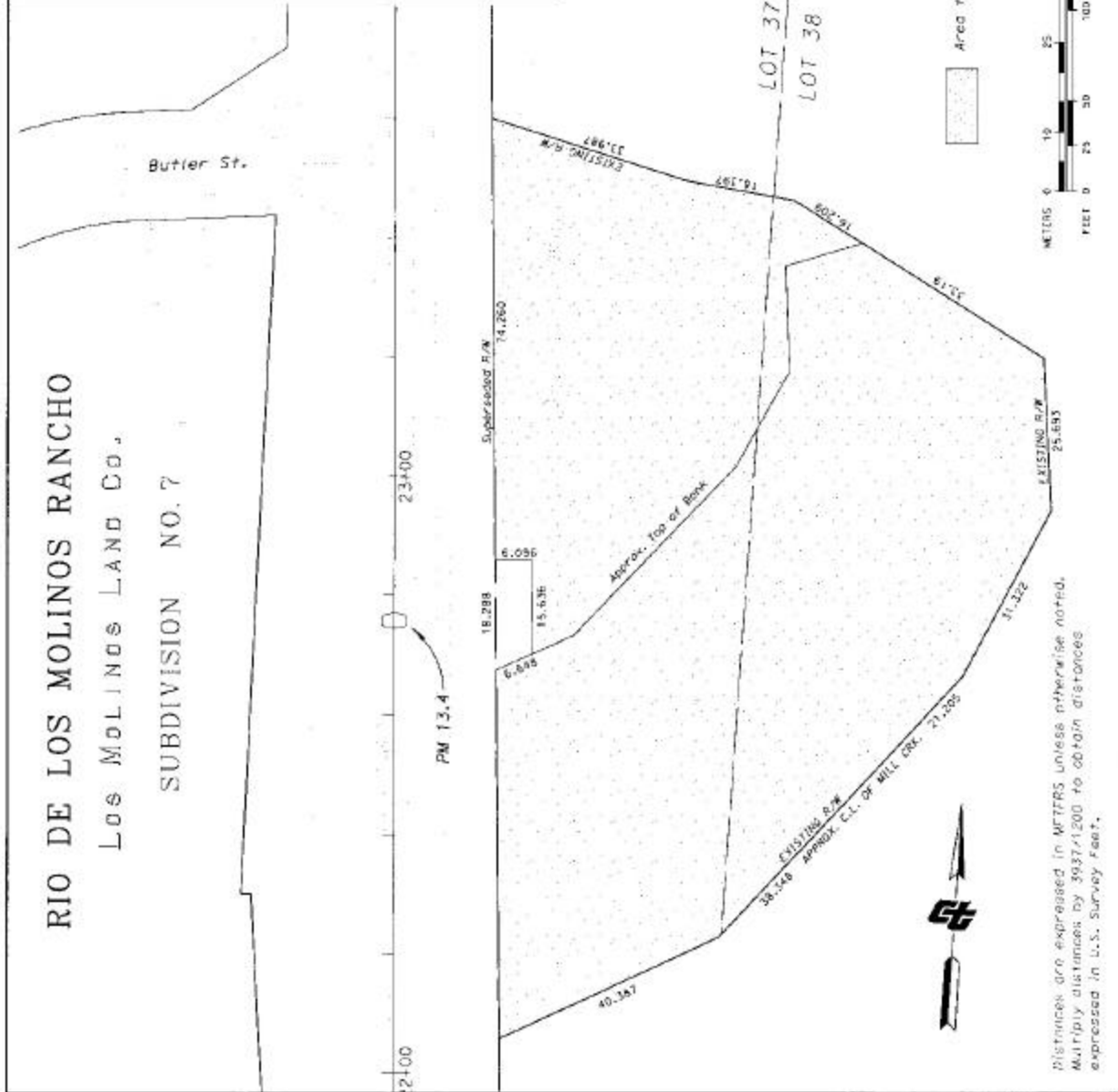
DO NOT OPEN UNTIL
Friday, December 1, 2006 at 1:05 PM

VICINITY MAP

County of Tehama
On East Side of Highway 99
Just North of Mill Creek
in the community of Los Molinos



RIO DE LOS MOLINOS RANCHO
Los Molinos Land Co.
SUBDIVISION NO. 7



STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION & HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION

DISTRICT 2

DIRECTOR'S DEED MAP

D.D. 12433-01-01

02 | Teh 99 | P.M. 13.4

Legal Description for DD 12433-01-01

Those portions of Lots 37 and 38, Subdivision No. 7 of the Los Molinos Land Co., as shown on the map filed October 6, 1913 in Book F of Maps at page 2, Tehama County Records, conveyed to Elizabeth K. Whyte, trustee of the Elizabeth K. Whyte Living Trust dated July 26, 1982 by administrator's deed recorded April 29, 1993 in Book 1441 at page 194, Official Records of Tehama County.

EXCEPTING THEREFROM that portion described as follows:

Commencing at a 5/8-inch rebar marking the intersection of Butler and Kindt Streets, as shown on the map filed May 11, 1993 in Book X of Maps at page 94, Tehama County Records, from which a 1/2-inch iron pipe at the intersection of Taft and Kindt Streets, as shown on said map, bears N 0°21'16" E, 408.328 meters;

thence, S 83°24'44" E, 150.022 meters to a point hereinafter referred to as Point A;

thence, N 85°54'29" E, 10 meters, more or less, to a point on the easterly line of the parcel conveyed to the State of California by deed recorded October 27, 1936 in Volume 85 at page 375, Official Records of Tehama County, being the TRUE POINT OF BEGINNING of this description;

thence, continuing N 85°54'29" E, 6 meters, more or less, to a point distant 16.096 meters from said Point A;

thence, S 4°05'31" E, 15.636 meters;

thence, S 62°23'49" W, 6.648 meters to the easterly line of said parcel conveyed to the State of California;

thence, along said easterly line, N 4°05'31" W, 18.288 meters to the TRUE POINT OF BEGINNING of this description.

Containing 0.962 hectare, more or less.

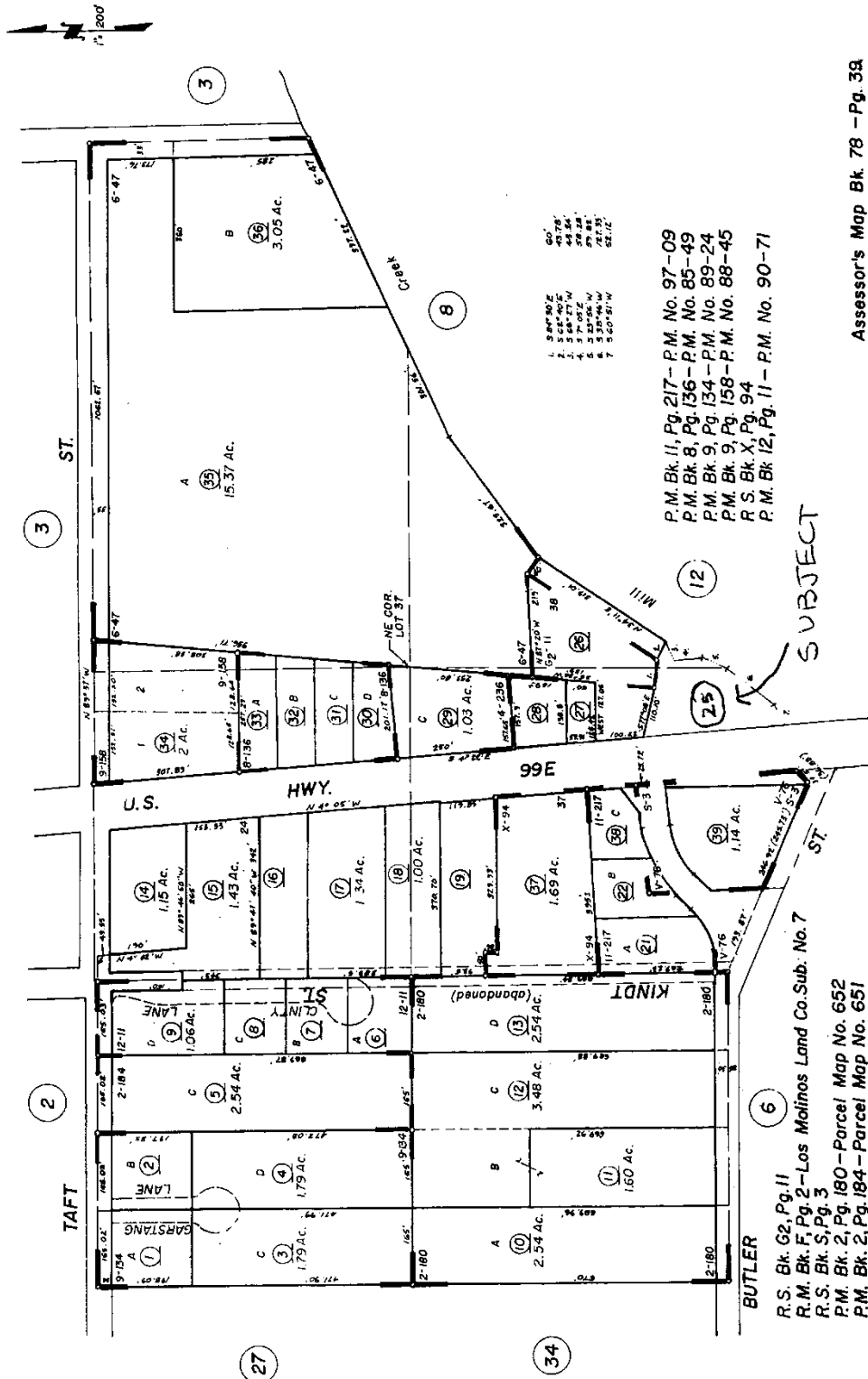
Bearings and distances are based on the California Coordinate System of 1983(1991.35), Zone 1. Divide distances by 0.9999810 to obtain ground level distances. Distances are expressed in METERS unless otherwise noted. Multiply distances expressed in meters by 3937/1200 to obtain distances expressed in U.S. Survey feet.

Assessor's Map Parcel 078-390-25 (Portion)

78-39

Tax Area Code

SUBDIVIDED LAND IN RANCHO RIO DE LOS MOLINOS



Assessor's Map Bk. 78 - Pg. 39
County of Tehama, Calif.
MAY 14 2002

NOTE-Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

R.S. Bk. G2, Pg. 11
R.M. Bk. F, Pg. 2-Los Molinos Land Co. Sub. No. 7
R.S. Bk. S, Pg. 3
P.M. Bk. 2, Pg. 180-Parcel Map No. 652
P.M. Bk. 2, Pg. 184-Parcel Map No. 651
P.M. Bk. 4, Pg. 236-Parcel Map No. 78-12
P.M. Bk. 6, Pg. 47-Parcel Map No. 79-22
R.S. Bk. V, Pg. 76-Realignment of Butler St.

P.M. Bk. 11, Pg. 217-P.M. No. 97-09
P.M. Bk. 8, Pg. 136-P.M. No. 85-49
P.M. Bk. 9, Pg. 134-P.M. No. 89-24
P.M. Bk. 9, Pg. 158-P.M. No. 88-45
R.S. Bk. X, Pg. 94
P.M. Bk. 12, Pg. 11-P.M. No. 90-71